

Contract for the Sale of Goods

This contract for the sale of goods is between *Cocina Foods* and *Los Angeles Football Club* on December 12, 2017 under the state laws of California.

1. **Product Description**

Cocina Foods, has invented/created a Torta. It is a Mexican staple. The product consist of a whole wheat bun, that is baked daily; thinly sliced- free range chicken breast, that is then breaded; house made chipotle crema; purple and green cabbage; thinly sliced baby radishes; and a tamatillo salsa that is made on a molcajete (volcanic Mexican rock).

2. **Price**

The price of the Torta will be sold to LAFC for \$5.00 ea; for LAFC, to resell for \$10.00 ea.

3. **Quantity**

Delivery of goods will be made every day before an event. The Product will be delivered ready for the LAFC kitchen staff to cook, and prepare in their kitchen,

4. **Acceptance**

LAFC **NEEDS** to inspect the delivered product upon delivery. LAFC **MUST** accept the product in proper equipment to prevent any food borne illness.

5. **Delivery and Shipping**

Cocina will arrange for delivery through a health department approved carrier. Upon delivery, products **MUST** be signed by an authorized kitchen employee.

6. **Risk of Loss**

Cocina, will solely be held responsible until delivery is made and signed for, thereafter LAFC, will be held accountable, for any product that is not accounted on their inventory list, and for any un-properly held produce not held in health code regulations.

7. **Warranty**

Cocina warrants that the goods sold hereunder are fresh, and held in proper temperatures. Cocina's liability under the foregoing warranty is limited to replacement of produce of defects found while inspection, and delivery of the produce.

9. **Attorney's Fees**

Should any action result in a breach of contract between the parties of this agreement, the prevailing party shall be entitled, in addition to such other relief may be granted, to a reasonable sum and for its attorney's fees and cost

10. **Arbitration Clause**

Any controversy arising relating to this agreement shall be settled by arbitration in Los Angeles County, California.

11. Jurisdiction

The parties consent to the jurisdiction of the Superior Court of California, and of the United State District Court for the Los Angeles District of California.

12. Severability

Cocina and LAFC agree that at any case of this contract is void, the remaining portions remain enforceable.

Buyer: LAFC

Signature: _____

Date: 12/12/2017

Seller: Cocina

Signature: _____

Date: 12/12/2017